

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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In re:

FTX TRADING LTD., *et al.*¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)(*KBO*)

(Jointly Administered)

CLERK
US BANKRUPTCY COURT
DISTRICT OF DELAWARE

**DECLARATION OF HARU INVEST DEPOSITORS IN SUPPORT OF
OBJECTION OF THE FTX RECOVERY TRUST TO THE MOTION OF HYUNG
CHEOL LIM, AIMED, INC., BLOCORE PTE., LTD., JI WOONG CHOI, AND
MOSAIC CO. LTD. FOR AN ORDER, PURSUANT TO RULES 3001 AND
3020(D) OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE AND
11 U.S.C. §§ 105(A) AND 1142(B), FOR LEAVE TO AMEND PROOF OF
CLAIM NO. 87144 TO CORRECT CLAIMANT'S NAME AND ADDRESS**

We, the undersigned, hereby declare that:

1. We are individual depositors of the cryptocurrency platform Haru Invest, which was operated by Haru Management Limited (a British Virgin Islands entity, hereinafter "Haru Management"). Haru Management accepted our virtual assets for custody and management under specific Terms of Service ("TOS").

2. Critically, upon entrusting our assets to Haru Invest, we did not transfer our ownership rights. The governing TOS (**Exhibit A**) of the Haru Invest platform explicitly state: "During the custody of your Virtual Assets by Haru [...] the ownership of your Virtual Asset shall be solely vested in you..." This language unequivocally defines a custodial relationship, not a transfer of title of our assets to Haru Management or any of its affiliates.

¹The last four digits of FTX Trading Ltd.'s and Alameda Research LLC's tax identification numbers are 3288 and 4063, respectively. Due to the large number of post-effective date debtor entities in these chapter 11 cases, a complete list of the post-effective date debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the FTXRecovery Trust's claims and noticing agent at <https://cases.ra.kroll.com/FTX>.

3. This understanding of client ownership was further reinforced by Haru Invest's own Chief Executive Officer, Hyungsoo Lee, who publicly and consistently affirmed this model. (**Exhibit B**) For example:

- June 10, 2022 (via Reddit): "How Haru Invest operate is that the crypto assets belong to you – we just have the rights to manage them on your behalf."
- September 4, 2022 (via Reddit): "Our BVI entity... allowing it to take crypto assets as deposits from clients (not by way of lending). <...> The ownership of deposited assets is vested with the clients, not us."

4. These direct statements from the CEO confirm Haru Invest's own representation that our assets remained our property, held under a management agreement, and were not loans that transferred ownership to Haru Management.

5. It is now a matter of public record, and acknowledged in various legal proceedings, that a significant majority of the assets entrusted by us and other depositors to Haru Invest (reportedly exceeding USD 300 million in value as of June 2023) were subsequently entrusted by Haru Management to Haru United Pte. Ltd. and then to Mr. Junho Bang. Mr. Bang, in turn, managed a substantial portion of these depositor-owned assets on the FTX.com Exchange.

6. At no point in this chain of entrustment did the fundamental ownership of the underlying virtual assets change. As the original owners, we never contractually transferred our title to Haru Management, Mr. Bang, or any other party. The assets remained ours, subject to custodial and management agreements.

7. Consequently, we assert that a substantial part, of the assets forming the basis of Mr. Junho Bang's claim(s) in the FTX bankruptcy proceedings are beneficially owned by us and other similarly situated Haru Invest depositors. This beneficial ownership can be

established through a detailed, proportional flow-of-funds analysis, tracing assets from individual depositor-owned wallets through the limited intermediary transactions to the FTX exchange accounts managed by Mr. Bang.

8. We note the FTX Recovery Trust's Objection references an attempted sale in June 2023 by Lemma Technologies Inc. (controlled by Mr. Junho Bang) to Svalbard Holdings Limited of claims relating to Mr. Bang's FTX accounts. As we have unequivocally stated, a substantial portion of the assets underlying these FTX claims are, and always have been, beneficially owned by us, the Haru Invest depositors. Neither Mr. Bang nor Lemma Technologies Inc. ever held legitimate title to these depositor-owned assets and therefore possessed no legal right or authority to sell, assign, or otherwise encumber them. Consequently, any purported contract by Lemma Technologies Inc. to sell these specific assets to Svalbard Holdings Limited, or any other party, represents an attempt to transact in property not owned by the seller. Such contracts, to the extent they involve our beneficially owned assets, are fundamentally flawed, constitute a fraudulent misrepresentation of ownership, and are therefore void ab initio. It follows that Svalbard Holdings Limited could not have acquired any legitimate rights to our assets through such a void transaction, irrespective of the terms of their agreement with Lemma Technologies Inc.

9. While we do not dispute that the Movants (Hyung Cheol Lim, Aimed, Inc., Blocore Pte., Ltd., Ji Woong Choi, and Mosaic Co. Ltd.) may also have claims as entrusting parties to Mr. Bang, they represent only a small fraction of the thousands of Haru Invest depositors whose assets were similarly managed. Their motion fails to acknowledge the primary and more extensive beneficial ownership rights of the broader Haru Invest depositor base.

10. It is extremely concerning that key individuals associated with Haru Invest, including its CEOs, and Mr. Junho Bang himself, face serious criminal charges related to the handling of these assets. Compounding these concerns, the current bankruptcy administrator for Haru Management Limited has, despite numerous communications including a formal Cease and Desist letter signed by dozens of Haru Invest depositors (**Exhibit C**), persists in publicly claiming ownership over all assets deposited by us. These actions unequivocally demonstrate that Haru Management Limited, and its administrator, are not acting to protect our ownership rights but are, in fact, attempting to usurp them.

11. Consequently, a significant number of us are now actively preparing comprehensive ownership recognition and repossession claims in Korea. These legal actions are intended to ensure that not only the assets beneficially owned by us within the FTX accounts but also other assets we contend are being unlawfully retained in Korea, are released directly to us, the rightful owners, as expeditiously as possible.

12. Therefore, we, the rightful beneficial owners of a significant portion of the assets underlying Mr. Junho Bang's FTX claims, strongly support the FTX Recovery Trust's Objection (D.I. 29582). We concur with the Trust's position that the Movants' Motion is deficient and that resolving the complex competing interests in these claims requires a thorough and careful process. We specifically support the Trust's call for:

- Comprehensive KYC and anti-money laundering (AML) reviews of all competing claimants, including tracing the source of funds and ensuring legal compliance.
- Extensive document discovery from all relevant parties (Movants, Bang, Haru entities, etc.) and depositions of key individuals.
- Expert reports to analyze financial data and legal issues.

13. We fully endorse the FTX Recovery Trust's proposed course of action involving detailed discovery and investigation. We respectfully request that representatives of Haru Invest depositors, or a committee formed to represent our collective interests, be kept informed of, and be allowed to participate in or observe, any such discovery process to ensure our rights are adequately represented.

14. It is our firm belief that following a comprehensive investigation and asset tracing exercise to determine the proportional ownership of each individual Haru Invest depositor within Mr. Bang's FTX accounts, any distributions related to these depositor-owned assets should be made directly to the rightful beneficial owners. This approach would bypass the unnecessary and potentially prejudicial involvement of the Haru Management Limited or Haru United Pte. Ltd. bankruptcy proceedings, which, as stated, are currently adverse to our ownership interests.

15. We thank the Court and the FTX Recovery Trust for their diligence in this complex matter and urge the Court to deny the Movants' Motion and support the Trust's proposed framework for resolving these claims.

16. Attached hereto as Exhibit A is a true and correct copy of the Haru Invest Terms of Service.

17. Attached hereto as Exhibit B is a true and correct copy of public statements made by Haru Invest's CEO, Hyungssoo Lee, on Reddit.

18. Attached hereto as Exhibit C is a true and correct copy of the cease and desist demand sent via registered mail on May 10, 2025, to Haru Management Limited's bankruptcy administrator, Wangmin Lee.

Dated: May 25, 2025

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Andre Mirzayan



Michael Louis Levine



Jason Blount



Yu Haowei Benedict



Thomas Joseph Halliday



Eric Pitt



Nine Hsien Wu



Chen Wei



Viet-Chi Hoang



Dominik Jaskolka



Hemanshu Trivedi



Zhouyue Su



Mihai Radu



Mark Dailey

Exhibit A

Terms of Service

Last revised: May 31, 2023

Users of this Platform and holders of Haru Accounts, including owners, employees, agents and affiliates of any business, corporation, partnership or other entity that is a user, borrower or investor ("you" or a "Member") and Haru Management Limited, a company registered in the British Virgin Islands, and its subsidiaries, affiliates and, transferees, successors, and their officers, directors, employees, and agents, including haruinwest.com ("Company", "Haru", or "we"), may be collectively referred to in the Terms as the "Parties".

The following Terms of Service (the "Terms", as amended, supplemented or modified from time to time) govern access to and use of haruinwest.com and the Haru Invest mobile apps in the version of Android and iOS (collectively, the "Haru Platform"). All use and access of the services (the "Services") made available by the Haru Platform including your user account accessed via the Haru Platform (your "Haru Account") is subject to the Terms.

By applying for your Haru Account or accessing and using the Haru Platform, you acknowledge and accept that you have read, understood and agree to be bound by, and comply with, the Terms, and the personal data and privacy policies adopted by us from time to time which is available on the Haru Platform at https://app.haruinvest.com/service/privacy_policy (the "Privacy Policy"). The Privacy Policy in its entirety is hereby incorporated in the Terms by reference. Additionally, when using certain Services or subscribing for certain products (the "Products") on the Haru Platform, you may be subject to additional terms and conditions applicable to such Services or Products. If you do not agree with anything contained in the Terms, please do not submit information to, access information from, or otherwise utilize your Haru Account or the Platform.

All rights in the Haru Platform not otherwise expressly granted to you herein are reserved to Haru. The failure of Haru to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, void, unlawful or unenforceable, the Parties agree that the court should give effect to the Parties' intentions as reflected in such provision, and the other provisions of the Terms shall remain in full force and effect. The section titles in the Terms are for convenience only and have no legal or contractual effect. Neither the course of conduct between you and Haru, nor trade practice, shall act to modify any provision of the Terms. For purposes of the Terms, the terms include, includes, including, such as and for example, shall be construed as if each term were followed by the words, without limitation. Except where context requires otherwise, use of the singular form of any noun includes the plural, and use of the plural includes the singular.

Restricted Jurisdictions

You may not have access to certain functions on the Haru Platform (i) if you are a resident of any jurisdiction in which Haru is not authorized to provide one or more of its Services to you, or (ii) where your use of one or more of the Services would be illegal or otherwise violate any applicable law.

Haru's products and services are currently unavailable to residents in the following countries (each a "Restricted Jurisdiction") due to local and international regulations and

financial sanctions:

Afghanistan, Albania, Barbados, Burkina Faso, Burundi, Cambodia, Cayman Islands, Central African Republic, Crimea, Cuba, Democratic People's Republic of Korea, Democratic Republic of Congo, Guinea-Bissau, Haiti, Iran, Iraq, Jamaica, Jordan, Lebanon, Libya, Mali, Malta, Morocco, Myanmar, Nicaragua, Pakistan, Panama, Philippines, Russia, Senegal, Somalia, South Sudan, Sudan, Syria, Turkey, Uganda, United Arab Emirates, United States, Venezuela, Yemen.

You hereby represent and warrant that you are not a resident of any of the Restricted Jurisdictions.

You shall not register a Haru Account or use the Haru Platform if you are a resident of any of the above jurisdictions. We may implement controls to restrict access to the Haru Platform from any of the above Restricted Jurisdictions. The list of restricted jurisdiction is subject to change without notice.

Account Registration and Verification

In order to use the Service, you will need to register for an Account on the Haru Platform. Haru may require you to provide information satisfactory to Haru and relevant third parties that you are not in breach of or at risk of being in breach of AML Laws, Anti-Bribery Laws, Sanctions Laws, CTF Laws, and other applicable laws. Each registration only permits a single individual user's registration, and subject to the discretion and operational requirements of Haru, each User (including with respect to any User that is a business or legal entity) may only maintain one active Account with Haru, which shall not be transferable to any other party. During the registration process, you may need to submit necessary and valid information and documents in order to verify your legal identity and for know-your-client checks to prevent fraud, money laundering and financing of terrorism, fraud or any other financial crime ("KYC Process"). Haru may engage the assistance of third-party service providers for the KYC Process and you hereby irrevocably grant Haru the right to share such information with the third-party service providers concerned.

You hereby represent and warrant that information you provide is accurate, complete and current, and agree to promptly update the information to keep it accurate, complete and current at all times. You understand that a change in your state or country of residence may impact your eligibility to access and use the Haru Platform, and agree to notify us in advance of any change in your state or country of residence. If you register on behalf of a business entity or other organization, you represent and warrant that you have full authority to provide the information required and bind the organization to the Terms. You acknowledge and agree that we, at our sole discretion, may suspend or discontinue your, and refuse any and all current and future, access to or use of your Haru Account at any time without notice to you.

We may freeze, suspend or terminate your Haru Account at any time in our sole discretion, in addition to taking any action and seeking any remedy we may be entitled to in law or in equity, including if we suspect your involvement in any fraudulent activity of any kind or other misuse of the Services, provision by you of inaccurate or misleading information, or your involvement in any money laundering or other financial crime related to you or your Haru Account.

We will collect, use and disclose the information in accordance with the Privacy Policy. If there is any reasonable doubt that the information provided by you is in part or in whole wrong, untruthful, outdated or incomplete, or the provision of the information was by illegal or unlawful means (including using a name/identification or information which is not yours), we have the right to send you a notice to demand a correction or removal of relevant information and terminate all or part of the Services to you. Your failure to correct, remove or deal with the information in accordance with our notice of demand will automatically terminate your rights to bring any claim with respect to the Services and the Haru Platform.

Legal Status of Virtual Asset in Your Account

Your Virtual Assets are held by Haru in custodial wallets. During the custody of your Virtual Assets by Haru, while the ownership of your Virtual Asset shall be solely vested in you, you do not hold the private keys to those wallets and are not the direct holder of the crypto assets in those wallets. Although Haru maintains segregated books for Users and their accounts, Haru shall have no obligation to segregate such Virtual Assets using different blockchain addresses.

The Services provided through Haru Platform are currently not regulated by any banking or securities regulator in any jurisdiction. Virtual Assets held in an account with Haru are not protected by any depositor or investor protection insurance scheme. Virtual Assets do not have legal tender status in virtually any jurisdiction.

Intellectual Property Rights

All rights, title and interest in and to the Haru Platform and all contents provided or made available by Haru thereon (the "Content") and any and all intellectual property contained therein or relating thereto, including without limitation any copyright, patent or trademark (the "Intellectual Property"), are and will remain the exclusive property of Haru or its licensors, as applicable.

Subject to the Terms, we grant you a limited, non-transferable, non-sublicensable, non-exclusive and revocable license to use the Haru Platform and the Content for personal use until such time as the Terms terminate or expire, or your right to use or access the Haru Platform is terminated in accordance with the Terms.

Any violation of the Terms regarding the Intellectual Property may subject you to compensatory and punitive damages, and shall specifically also entitle Haru to equitable remedies, including injunctive relief, in addition to (and not in substitution or replacement for) any other available remedies at law or in equity.

Your Content

Once you register for a Haru Account, you will have access to Haru Community, a Service in which you can discuss a wide range of topics relating to Virtual Assets and interact with other users of the Haru Platform. All material that you upload or publish to others via the Haru Platform are hereinafter collectively referred to as "Your Content."

With respect to Your Content, you (or your licensors, as applicable) retain any ownership of the copyright and other intellectual property in Your Content. By posting, submitting, or otherwise publishing Your Content on the Haru Platform, you grant Haru a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, fully paid-up, transferable, and sublicensable license to use, copy, reproduce, modify, adapt, reformat, create derivative

works of, distribute, store, publish, display, translate, and communicate Your Content and any username and/or nickname provided in connection with Your Content in all media formats and channels now known or later developed anywhere in the world.

You do not have any obligation to add content (e.g., posts and comments) to the Haru Platform. If you do choose to add content to the Haru Platform, however, you have the sole responsibility for ensuring that all of Your Content belongs to you or you otherwise have the right to post that information; that you have the right to grant the licenses aforementioned; and that Your Content is lawful. We take no responsibility for any of Your Content, and you alone shall be liable for any damage resulting from any infringement or other violation of the copyright, trademarks, or other intellectual property rights of any other individual or entity, and for any other harm or losses resulting from any of Your Content.

When you upload a post or comment on Haru Community, you shall follow our "Community Guidelines," which are available at <https://support.haruinvest.com/hc/en-us/articles/17240191258649-Community-Guideline> and in their entirety hereby incorporated in the Terms by reference. The Community Guidelines tell you the types of posts and comments that are allowed and are not allowed. While we reserve the right to review, screen, edit, or monitor Your Content, we do not necessarily review all of it at the time it is posted on the Haru Platform. We may, however, in our sole discretion, delete, remove, or refuse to publish Your Content, in whole or in part, at any time and for any reason, including violating the Terms or any applicable laws or regulations, or if Your Content creates, or is likely to create, liabilities or other risks for us

You acknowledge and agree that, as part of using the Haru Platform, Your Content may be viewed by other users of the Haru Platform and that we are not responsible for others' use of Your Content. Once you create a post or a comment, you may edit or delete the post or comment at any time on the Haru Platform. Any edits and changes made by you may be visible to other users.

While using the Haru Community Service, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. You hereby acknowledge and agree that we are not responsible for other users' content or information. Haru makes no promises of any kind with respect to, and expressly disclaims all and any liability for, content or information posted by any user of the Haru Platform. Without limiting the generality of the foregoing, Haru takes no responsibility for and does not expressly or implicitly endorse, support, or guarantee the completeness, truthfulness, accuracy, or reliability of any of Your Content or content posted by other users of the Haru Platform. If you use information or materials provided by other users of the Haru Platform to make any investment decisions, you do so at your own risk, and you acknowledge and agree that Haru shall not be liable for any such investment decisions.

Furthermore, although we work hard to try to make the Haru Platform a safe, positive, and inclusive place, we cannot always prevent the misuse of our Services or content that you may find objectionable or offensive, and you acknowledge and agree that we are not responsible for any such misuse or any harm caused by such content. If you believe content on the Haru Platform violates the Terms or applicable laws, or infringes your or another person's intellectual property rights, you may contact us via our Help Center available at <https://support.haruinvest.com/>. We have the right, but not the obligation, to

review such reports and remove the reported content at our discretion.

You further acknowledge and agree that Haru may preserve Your Content and may also disclose Your Content and related information if required to do so by law or in a good-faith belief that such preservation or disclosure is reasonably necessary to: (i) comply with legal process, applicable laws, or government requests; (ii) enforce the Terms, including the Community Guidelines; (iii) respond to claims that any of Your Content violates the rights of third parties; (iv) detect, prevent, or otherwise address fraud, security, or technical issues; or (v) protect the rights, property, or personal safety of Haru, its users, or the public.

Account Security and Password

A Haru Account shall only be used by the person who registered the account. If you suspect or have discovered unauthorized use of a Haru Account and password, you should immediately notify us, and we may immediately take measures including suspension of account use.

We disclaim all liability for any loss or damage arising from your or a third party's use of your Haru Account, whether or not it has been approved by you. We reserve the right to suspend, freeze or cancel the use of a Haru Account by anyone other than the account registrant.

Potentially Fraudulent Activity

Any actual or suspected unauthorized access or unauthorized activity may be treated by us as potentially fraudulent activity. You agree to notify us immediately if you become aware of or suspect any such potentially fraudulent activity by submitting a written notice through the Help Center at <https://support.haruinest.com/>. Upon receipt of such written notice, we will take reasonable steps to protect your Haru Account.

Indemnification

You agree to indemnify and hold Haru and its affiliates, agents, officers and employees from and against any suit, action, claim, demand, penalty or loss, including reasonable attorneys' fees and expenses and any amount paid in settlement to a third party, made by or resulting from any third party (including any government agency or body) due to, in connection with, or arising out of, the following without limitation (i) your use of the Haru Platform, the Content, the Intellectual Property or your Haru Account, (ii) any breach or alleged or claimed breach of the Terms or the materials it incorporates by reference, including the Privacy Policy and the Community Guidelines, (iii) your violation of any law, regulation, order or other legal mandate, or the rights of a third party, (iv) Your Content, or (v) any act or omission by your agent, representative or third-party service provider while using your Haru Account, regardless of whether the specific use was expressly authorized by you.

Limitation of Liability

Haru is not liable for any loss arising from any malfunction, defect or error in any terminal used to process any instructions from you, or other machines or systems of authorization whether belonging to or operated by other persons or us, any inaccuracy, defect or omission of any pricing information relating to Virtual Assets, or any interruption in any

such information or any error or delay in the transmission of such information, any delay or

inability on our part to perform any of our obligations under the Terms because of any Force Majeure, any underperformance, negligence or default of any third party that Haru may engage in providing the Services and the Products, directly or indirectly, fraud or forgery of any third party, business interruption, loss of revenue or profits, loss of business opportunity, customers or contracts, goodwill, opportunity or anticipated savings whether direct or indirect, any direct or consequential loss, for any loss due to inability to retrieve any data or information. "Force majeure" means any unforeseeable circumstance which is beyond the control of Haru, or any unavoidable event, even if foreseeable, as a result of which Haru is unable to perform its obligations, in whole or in part, under the Terms. Such circumstances include, but are not limited to, any strike, factory closure, explosion, maritime peril, natural disaster, act by a public enemy, fire, flood, accident, war, riot, insurrection or any other similar event.

Haru shall not be liable for the suspension of the Services or the failure to use the Services for reasons attributable to you, and shall be exempted from liability if the telecommunications service provider terminates the telecommunication service or fails to provide the service normally.

Haru is not responsible for any unavoidable obstacles or service limitations arising due to the characteristics of Virtual Assets including technical limitations or defects inherent to the blockchain network of Virtual Asset issuance management system. The Content provided by Haru or other information providers in the Service or by your email does not suggest or imply any investment. The information posted and transmitted may have errors and other inaccuracies, and we are not responsible for the reliability, accuracy, etc. thereof. Haru shall not be held liable for any transactions or other dealings between you or between you and a third party by means of the Service.

Haru and its affiliates, agents, officers and employees will not be liable for any liability whether in contract, tort, negligence, strict liability, warranty or otherwise for any indirect, consequential, exemplary, incidental, punitive or special damages or loss of profits.

The total liability of Haru for any claim arising out of or in connection with the Terms, regardless of the form of action, is limited to the total amount of Virtual Asset, if any, deposited by you to access, use or otherwise utilize the Haru Platform and shall not in any case be greater than the actual damages incurred due to Haru's wilful misconduct.

Notwithstanding anything in these Terms to the contrary, the obligations and liabilities of Haru will be without recourse to any other subsidiary or affiliate of Haru, or their respective officers, employees, directors, contractors, agents or representatives, and you agree not to make any claims against any other subsidiary or affiliate of Haru, or their respective officers, employees, directors, contractors, agents or representatives.

If Haru incurs loss due to your violation of the Terms, or your use of the Service, you shall compensate us for such damages. You shall indemnify Haru at your own responsibility and expense, from and against any objections, claims for damages or legal actions by third parties based on a claim arising from or relating to acts performed by you while using the Service illegally or in violation of these Terms. You are responsible for reimbursing any damage to Haru caused thereby.

Remedies

Without prejudice to other rights of Haru under the Terms, if you breach the Terms in any way, Haru may take such action as it deems appropriate to deal with the breach, including suspending your access to the Haru Platform, prohibiting you from accessing the Haru Platform, blocking computers using your IP address from accessing the Haru Platform, contacting your internet service or other telecommunications provider to request that it block your access to the Haru Platform and bringing court proceedings or taking other legal action against you. If you violate the Terms, Haru will be entitled, at any time, to bring an action or proceeding for specific performance, injunctive relief or other equitable relief in addition to (and not to the exclusion of or in substitution for) any other remedies at law or in equity.

Prohibitions; Restrictions

You agree and understand that Haru does not permit the use of the Haru Platform for any prohibited or restricted activity in a Haru Account including but not limited to transfers to and/or from services used to obscure the source of funds, third party wallets, peer-to-peer and other exchanges which do not perform Know Your Customer (KYC) screening as part of their onboarding process, or illegal activity that would violate, assist in violation of, or cause Haru to violate any applicable laws or which would involve process of any unlawful activity.

Haru has the right to immediately freeze and suspend your account, return funds and close accounts, if we suspect, in our sole discretion, without prior notice to you or your consent, that: (i) you are under the age of 18; (ii) your account has been stolen or that someone other than you has logged in or used the Service; (iii) your account is, or is suspected of, being provided as a loan, transfer or collateral; (iv) you have used someone else's personal information during identity verification; or (v) you are an entity registered on a list of trade ban or economic sanctions; or if an investigative agency requests assistance in a criminal investigation, a court order has been issued, a government agency requests an investigation, or we suspect illegal use.

Haru also has the right to prohibit, restrict or limit your use of the Haru Platform if it is suspected that you are: selling, sublicensing and/or otherwise commercializing any material on Haru Platform, using the Haru Platform in any way that is, or may be, damaging to the Haru Platform, and/or impacts user access to the Haru Platform, using the Haru Platform contrary to applicable laws and regulations, or in a way that causes harm to the Haru Platform or to any person or business entity, engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to the Haru Platform or while using the Haru Platform.

Termination; Survival of Provisions

If you are not in full compliance with all of the Terms, the permissions granted to you under the Terms will automatically terminate, and you will no longer use or access, or be entitled to use or access, the Haru Platform, the Content or Haru Account.

Haru may terminate your right to use the Haru Platform, or block you from future use, at any time in its sole discretion, with or without cause, and without prior notice to you. Some circumstances in which Haru may exercise this right to terminate your right to use the Haru Platform include, but are not limited to: (i) you have breached any provision of the Terms; (ii) you have engaged in conduct which Haru, in its sole discretion, considers to be

unacceptable; (iii) Haru is required by law to do so; or (iv) Haru no longer provides the Haru Platform.

Any ongoing obligations on you according to the Terms which are to survive, will survive any termination or expiration of the Terms for any reason.

No Warranties

Haru Platform and any information or materials provided by Haru are provided on an "as is" and "as available" basis, and Haru makes no express or implied representations or warranties, of any kind related to the Haru Platform or the information or materials contained in the Haru Platform. For clarity and without limiting the foregoing, you acknowledge that (i) Haru does not represent or warrant that the Haru Platform or any information or materials provided or made available by Haru are accurate, complete, reliable, current, error-free, or free of viruses, other harmful components, or any other defects; and (ii) you use the Haru Platform or any information or materials contained in the Haru Platform at your sole risk. Nothing contained in the Haru Platform shall be construed as providing consultation or advice to you.

Assignment

You acknowledge and agree that you may not assign, delegate, subcontract or otherwise transfer your rights and obligations under the Terms. Haru may assign, delegate, subcontract or otherwise transfer its rights and obligations under the Terms without giving you prior notice or obtaining your consent.

Severability

If any provision of the Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render the Terms unenforceable or invalid as a whole, and such provision shall be deleted without affecting or invalidating the remaining provisions.

Variation of the Terms

We reserve the right to amend, modify or make changes to the Terms (collectively, "modifications") at any time without limitation, liability or notice. It is your responsibility to review the Terms from time to time to see if modifications have been made. Your continued use of the Haru Platform after any modification of the Terms will conclusively indicate that you accept such modifications.

Electronic Communication

We may be required to provide certain legal and regulatory disclosures, periodic statements and confirmations, notices, tax forms and other communications (collectively, "Communications") to you. Unless otherwise specified in the Terms, the Communications delivered to you shall be in electronic form, including, without limitation, via the email you entered at the time of registration, the Haru Platform, by notification messages or otherwise, and similar means. By agreeing to the Terms, you consent to Haru delivering such Communications to you in electronic form, including e-mail. Consent for electronic delivery applies to every year the Communications are furnished.

Transfer and Processing of Data

By accessing or using the Haru Platform, you consent to the potential processing, transfer and storage of information about you in other jurisdictions, where you may not have the

same rights and protections as you do under local law.

Fair Practices

You agree not to: (i) make any representations, warranties or guarantees on Haru's behalf or with respect to the Haru Platform or any content or data contained on the Haru Platform; (ii) make any false or misleading representations with regard to Haru or the Haru Platform or any content or data contained on the Haru Platform; or (iii) participate or engage in any illegal, deceptive, misleading, fraudulent, unethical or improper practices on, through, by means of or with respect to the Haru Platform.

Third-Party Websites and Content

The Haru Platform may contain links or connections to third party websites or services. Any such link or connection is provided only as a convenience and should be used at your own risk. Haru has no control over any such other websites or services, the contents thereof or the products, services or policies represented (and the availability thereof). The existence of any link or other connection does not imply any affiliation, sponsorship, endorsement, approval, investigation, representation, warranty, verification or monitoring by Haru or create any liability on the part of Haru in respect of such link or connection. Your use of any such third-party websites or services is governed by the terms of service and privacy policies of those sites, which we encourage you to review before using such sites.

Haru will have no responsibility for any liabilities arising from or related to the contents of any third-party website or service, the use or unavailability of any such website or service (including any mobile website) or the privacy policies and customer information practices of any such website or service.

Third-Party On-Ramp Services

The Haru Platform may provide links or connections to third-party on-ramp services through which you can purchase Virtual Assets with fiat currencies. Without limiting the generality of the foregoing paragraphs or anything else in the Terms, you hereby acknowledge and agree that such links or connections to third-party on-ramp services are provided to you only as a convenience and we are not responsible for any of the products, services, or other materials on those services, nor does any of the links or connections provided represent or imply an affiliation, approval, endorsement, investigation, monitoring, solicitation, sponsorship, verification, or warranty of any products or services provided on or via those services. You further acknowledge and agree that we will not be liable for any loss or damage caused in connection with the use of or reliance on the third-party on-

ramp services, or the unavailability thereof. The third-party on-ramp services are governed by the terms of service and privacy policies of those services, and you should use them at your own risk and discretion.

Network Control

Haru does not own or control any of the underlying software through which blockchain networks are formed and cryptocurrencies are created and transacted. In general, the underlying software for blockchain networks tends to be open source such that anyone can use, copy, modify and distribute it. By using the Haru Platform, you understand and acknowledge that Haru is not responsible for the operation of the underlying software and networks that support cryptocurrencies and that Haru makes no guarantee of

functionality, security or availability of such software and networks.

Forks

Forked Networks and the available supply of any Forked Assets are wholly outside of the control of Haru, and our ability to deliver Forked Assets resulting from a Forked Network may depend on third parties outside of Haru's control. You understand and acknowledge that Forks may materially affect the value, function, and even the name of the Virtual Assets associated with your Haru Account. In the event of a Fork, Haru may temporarily suspend certain services on the Haru Platform (with or without advance notice to you) while we determine, at our sole discretion, which Forked Network(s) to support.

Haru is unlikely to support most forked networks and most forked assets will likely not be made available to you. Haru may determine, in our sole discretion, not to support a forked network. You have no right, claim, or other privilege against Haru to forked assets on such an unsupported forked network. Haru may, in our sole discretion, determine our approach to such forked assets, which may include abandoning or otherwise electing not to support such forked assets as part of our services.

No Solicitation or Offering; No Advice

Except as otherwise expressly noted, the Content and the Haru Platform do not constitute an offer to buy or sell or a solicitation of an offer to buy or sell investments, loans, securities, partnership interests, commodities or any other financial instruments; the Content and the Haru Platform also do not constitute, and may not be used for or in connection with, an offer or solicitation by anyone in any state or jurisdiction in which such an offer or solicitation is not authorized or permitted, or to any person to whom it is unlawful to make such offer or solicitation.

The past performance of any investment, loan, security, partnership interest, commodity or financial instrument is not a guide to future performance. Without limiting anything in the Terms, Haru makes no warranties and bears no liability with respect to any fund, any investments, securities, partnership interests, loans or the performance thereof.

While Haru may make certain informational Content available to its users, under no circumstances does Haru provide legal, tax, investment, financial, estate-planning, accounting or any other advice. Haru may use automated systems in conjunction with: the receipt and handling of orders; the reporting of order acknowledgements, cancellations and executions; the settlement of transactions; tax and cost basis reporting; and similar recordkeeping and reporting services (collectively, "Automated Systems"). The use of Automated Systems entails risks, including but not limited to interruption of service, systems of communications failures, delays in service, cyberattacks and errors in the design or functionality of such Automated Systems that could cause damage, expense or liability to the user. Haru makes no representations or warranty of any kind, express or implied, with respect to the selection, design, security, functionality or operation of such Automated Systems. Haru expressly disclaims any representation that any Automated System will operate uninterrupted or be error-free.

Although Haru may provide information relating to investment approaches and opportunities to buy or sell assets, you should not construe any features, tools or other content as legal, tax, investment, financial or other advice. Nothing contained in the Haru Platform constitutes a solicitation, recommendation, endorsement or offer by Haru or a

third party service provider to buy or sell any asset or other financial instrument.

The Content and the views expressed in the Content do not necessarily reflect the views of Haru as a whole, its directors, officers, employees, shareholders or any part or member thereof or of any third party.

Forward-Looking Statements

Certain statements on the Haru Platform, including within the Content, may constitute forward-looking statements that involve known and unknown risks, uncertainties and other factors that may cause actual returns of funds, investments, securities or loans to be materially different from any future returns or values expressed or implied by such forward-looking statements. Forward-looking statements typically include words such as may, will, expect, believe, plan, expect, anticipate, intend and other similar terminology. These statements reflect current expectations regarding future events and speak only as of the date of being posted to the Haru Platform. Forward-looking statements involve significant risks and uncertainties, should not be read as guarantees of future performance or returns, and will not necessarily be accurate indications of whether or not such returns will be achieved. Given these uncertainties and risks, users of the Haru Platform, including any person who may or has invested in any offering made by or on behalf of Haru or its subsidiaries or affiliates, are cautioned not to place undue reliance on such forward-looking statements. Forward-looking statements should not be interpreted as advice and are in no way a form of solicitation, offering or advice for Haru's loan product. The purpose of these forward-looking statements is merely to further explain our products and services and for marketing purposes and should be interpreted as purely speculative.

A variety of factors could cause the actual results and developments of any fund, investment, security or loan to differ significantly from the results and developments forecasted and implied. Although forward-looking statements contained in the Haru Platform, if any, are based upon what Haru and its advisors believe are reasonable assumptions, Haru cannot assure you that actual results, returns or events will be consistent with these forward-looking statements. Forward-looking statements are made as of the date of being posted to the Haru Platform, and Haru and its subsidiaries and affiliates assume no obligation, and expressly disclaim any obligation, to update or revise forward-looking statements contained in or incorporated by reference into the Haru Platform or the Content or any information supplemental thereto to reflect new information, future events or circumstances or otherwise.

Entire Agreement

The Terms, including the Privacy Policy, any notices and disclaimers contained on the Haru Platform, comprise the entire understanding and agreement between you and Haru as to the subject matter hereof, and supersede any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of the Terms).

Governing Law; Jurisdiction

The Terms are governed and construed exclusively by the law of the British Virgin Islands without giving effect to any rules, principles or laws of the conflicts of law. Unless amicably settled between the Parties, any dispute arising out of, or in connection with, the Terms shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which

rules are deemed to be incorporated by reference in this clause. The seat of arbitration shall be Singapore. The Tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator, and the two arbitrators thus appointed shall agree on the third arbitrator. The language of arbitration shall be English.

Exhibit B

Haru Invest CEO Hyungsoo Lee's responses to users on the Reddit platform.

The response from July 10, 2022, is available at:

<https://www.reddit.com/r/HaruInvest/comments/v8j9ty/comment/ibvcrn0/>

 Haru_CM OP · 2y ago
MOD

Hugo :

2 First, we will do our best to not get bankrupt. Our performances tell us that. How Haru Invest operate is that the crypto assets belong to you - we just have the rights to manage them on your behalf. So even if something happens to Haru Invest, Haru Invest users will get their crypto assets back, with high priority than all others including equity investors.

0 Up 11 Down Reply Award Share ...

The response from September 4, 2022, is available at:

<https://www.reddit.com/r/HaruInvest/comments/x3s3gp/comment/in4xsaa/>

 Haru_CM OP · 2y ago · Edited 2y ago
MOD

Hugo 3-7. While we are not able to disclose the entire group structure or under any obligation to disclose, we will do our best to address questions and concerns to the possible extent. Please note the following: The corporate governance of "BC group" has adopted a vertical governance structure, controlled by its holding entity "Bcharu Pte Ltd", a private limited company incorporated in Singapore. While Block Crafters Co. Ltd used to function as the head quarters and the holding entity until early this year, we went through the corporate restructuring, transferring all the shareholdings to Bcharu (or known as a corporate flip) whereby Bcharu is now controlling the entire group under the common control. We believe that the flip may provide a promising route to new financing and increased shareholder value over the long term. BCharu is controlled by the founding members while it also has about 15 registered shareholders (including Hugo Lee) who had their shares vested in Block Crafters prior to the corporate flip as well as the newly registered equity investors as seen in the media release. Block Crafters Co. Ltd currently remains as an affiliate under the common control, providing the group-wide operational and managerial support. Note that we have the group wide internal protocols, risk control and compliance procedures in place to safeguard the clients' assets and Block Crafters will not be able to access any of clients' fund in case of insolvency. Our BVI entity, Haru Management Limited is also a wholly-owned subsidiary of Bcharu Pte Ltd and it owns a government approved fund licensed by the BVI FSC, allowing it to take crypto assets as deposit from clients (not by way of lending). Operating expenses are paid by way of transfer of pricing within the group entities and separately managed not exceeding any client-owned deposit. The ownership of deposited asset is vested with the clients, not us. Our corporate governance and structure have been evolved over the years to protect our business and stakeholders, including our clients. Other aspects are also taken into account during the course of corporate restructure, such as tax and regulatory implications, but rest assured we have done so to endeavor the best possible routes to make our business model legitimately work from both compliance and clients protection standpoints. To that end, we have recently engaged with top-tier auditing firm to implement a crypto-asset audit system in order to secure more transparency in the asset management. We are aware of that our current Terms of Service does not fully address the concerns raised by many clients and we are thus revising the terms to clearly stipulate the nature of the relationship and rights and limitation of liabilities to be a more reliable and transparent asset management platform.

Last but not least, for question 7. As explained above, **our assets are separately managed without exceeding the liabilities.**

0 Up 5 Down Reply Award Share ...

Exhibit C

TO:

Mr. Lee Wangmin
Bankruptcy Administrator for Haru Management Limited
16th Floor, 317, Teheran-ro
Gangnam-gu, Seoul, Republic of Korea

VIA: Email with tracking and registered mail

URGENT CEASE AND DESIST DEMAND – Legally and Factually Unsupported Classification of Customer Assets; Potential Breach of Administrator's Duties; Detrimental to Client Property Rights in Seoul Bankruptcy Court Case No. 2024HaHap100259 (Debtor: Haru Management Limited)

Dear Mr. Lee Wangmin,

I am the rightful owner of virtual assets ("the Assets") entrusted to Haru Management Limited ("the Debtor") for custody, governed by the Debtor's Terms of Service (TOS). This letter constitutes a formal demand that you immediately **CEASE AND DESIST** from classifying or representing the Assets, and other similarly situated customer-entrusted assets governed by the same TOS, as belonging to the bankruptcy estate of the Debtor in Case No. 2024HaHap100259. I further demand a timely public correction reflecting the clear exclusion of these assets from the estate based on governing contracts and law.

Your current classification of these assets as estate property, documented in your Administrator's Report dated February 11, 2025, appears devoid of supporting evidence and directly contradicts the primary contractual document (TOS), the Debtor's own public representations, and the factual findings regarding the Debtor's operational nature detailed within your own report. This unsupported classification is causing immediate prejudice to my property rights and those of numerous other clients and raises serious concerns regarding the fulfillment of your duties as Bankruptcy Administrator.

Factual and Legal Grounds Establishing Client Ownership and Exclusion:

1. **Governing Terms of Service (TOS):** The contract explicitly states: "*During the custody of your Virtual Assets by Haru, while the ownership of your Virtual Asset shall be solely vested in you...*" This defines a custodial relationship, not a transfer of title to the Debtor.
2. **Debtor's Explicit Public Confirmations:** The Debtor's own Chief Executive Officer, Hyungsoo Lee, publicly and consistently affirmed the client ownership model in communications on the 'Reddit' platform, *prior* to the operational halt. These confirmations include:
 - **June 10, 2022:** "*How Haru Invest operate is that the crypto assets belong to you – we just have the rights to manage them on your behalf.*"
 - **September 4, 2022:** "*Our BVI entity... allowing it to take crypto assets as deposits from clients (not by way of lending). <...> The ownership of deposited assets is vested with the clients, not us.*"These direct statements from the CEO unequivocally establish the Debtor's own representation and understanding of the arrangement: assets were client property held as deposits under management rights, not loans transferring ownership to the Debtor. This directly contradicts any assertion that these assets form part of the Debtor's general estate.
3. **Administrator's Report Findings:** Your own report details the Debtor's characteristics as essentially a shell entity: **no Korean legal address, no bank accounts, no**

accounting books, minimal director presence (Slide 4 of your report). This reinforces its role solely as a custodian incapable of owning the vast sums entrusted to it.

4. **Korean Bankruptcy Act:** The Act requires exclusion of third-party property (property not belonging to the debtor) from the bankruptcy estate. Custodied assets under the explicit terms of the TOS and confirmed by CEO statements fall directly under this exclusion. **No evidence indicating a transfer of ownership title from clients to the Debtor has been presented.**

The Administrator's Unsupported Classification and Breach of Duty:

Despite this clear evidence, your report (specifically Slide 6) proceeds to classify potentially recoverable client-trusted assets as part of the Debtor's estate for liquidation and distribution. This stance ignores *prima facie* evidence and establishes a direct causal link to ongoing damages suffered by myself and other clients, whose assets are wrongfully classified and withheld.

This approach raises serious concerns regarding:

1. **Breach of Duty of Care (Article 361):** Article 361 of the Bankruptcy Act requires a trustee (and by extension, an administrator) to perform duties with the "due care of a good manager." Classifying assets contrary to unambiguous contractual evidence, CEO admissions, and your own factual findings constitutes a failure to exercise such due care. **This ongoing breach is already causing damage** through wrongful classification and obstruction of asset recovery.
2. **Potential Civil Liability (Article 361):** Article 361(2) states that neglecting due care leads to liability for damages. **I hereby put you on notice that should you persist in this unsupported classification and proceed with actions detrimental to my Assets (such as conversion, liquidation, or distribution), I intend to hold you personally liable for all resulting financial damages pursuant to Article 361.**
3. **Potential Violations (Article 650 Context):** Persisting in actions that misrepresent the estate and propose the disposition of known third-party property to their detriment, particularly after notice, raises concerns regarding potential violations under the Bankruptcy Act, including those pertinent to Article 650 (Fraudulent Bankruptcy).

DEMAND:

Therefore, I formally demand that you take the following actions within **SEVEN (7) calendar days** from the date of receipt of this letter:

1. **Immediately CEASE AND DESIST** from classifying or representing customer-trusted virtual assets governed by the Haru Invest TOS as property of the Debtor's bankruptcy estate in all official capacities.
2. **Issue a formal, public correction and clarification** (notifying the Seoul Bankruptcy Court and known stakeholders) explicitly acknowledging that the ownership of these customer-trusted virtual assets is governed by the TOS, vesting title in the clients, and based on this primary evidence, they are *prima facie* excluded from the Debtor's bankruptcy estate.

Consequences of Non-Compliance:

Failure to comply fully within the specified timeframe will compel the pursuit of all available legal remedies. This includes, but is not limited to:

- **Initiating civil proceedings against you personally** seeking compensation for damages already incurred and any future damages resulting from your breach of duty, pursuant to Article 361 of the Bankruptcy Act.
- **Filing a formal criminal complaint with Korean authorities** regarding actions potentially constituting violations under the Debtor Rehabilitation and Bankruptcy Act, including those pertinent to Article 650.

Rectifying the official classification of these assets based on the clear contractual and public evidence is a matter of legal necessity and procedural integrity. Your continued adherence to an unsupported position actively harms the rightful owners and constitutes a potential neglect of your duties for which personal liability may attach.

I reserve all rights and remedies. This letter is without prejudice.

TRANSLATION TO KOREAN LANGUAGE:

수신:

이왕민 님

하루 매니지먼트 리미티드 파산관재인
대한민국 서울특별시 강남구 테헤란로 317, 16층
발송방법: 이메일 및 등기우편

제목: 긴급 내용증명 – 법률적·사실적 근거 없는 고객 자산 분류, 파산관재인 의무 위반 가능성 및
서울회생법원 2024하합100259 사건(채무자: 하루 매니지먼트 리미티드)에서의 고객 재산권 침해
행위에 대한 즉각적인 중단 및 금지 요구

이왕민 파산관재인님께,

본인은 채무자 하루 매니지먼트 리미티드("채무자")의 서비스 이용 약관(TOS)에 따라 채무자에게 보관을 위탁한 가상자산("본건 자산")의 정당한 소유자입니다. 본 서신은 귀하께서 서울회생법원 2024하합100259 사건에서, 본건 자산 및 동일한 서비스 이용 약관의 적용을 받는 유사한 상황의 다른 고객 위탁 자산을 채무자의 파산재단에 속하는 것으로 분류하거나 표시하는 행위를 즉시 중단하고 금지할 것(CEASE AND DESIST)을 공식적으로 요구하는 바입니다. 나아가, 관련 계약 및 법률에 근거하여 해당 자산들이 파산재단에서 명백히 제외된다는 점을 반영하는 시의적절한 공개 정정을 요구합니다.

귀하께서 2025년 2월 11일자 파산관재인 보고서에 명시한 바와 같이 본건 자산들을 파산재단 재산으로 분류한 현재의 조치는, 이를 뒷받침할 증거가 부족해 보이며, 주요 계약 문서인 서비스 이용 약관(TOS), 채무자 자신의 공개적인 언급, 그리고 귀하의 보고서 내에 상세히 기술된 채무자의 운영 성격에 관한 사실 확인 결과와 직접적으로 모순됩니다. 이러한 근거 없는 자산 분류는 본인 및 수많은 다른 고객들의 재산권에 즉각적인 불이익을 야기하고 있으며, 파산관재인으로서의 귀하의 직무 수행에 관한 심각한 우려를 제기합니다.

고객 소유권 및 파산재단 제외를 입증하는 사실적 및 법률적 근거:

1. 준거 서비스 이용 약관 (**TOS**): 계약서에는 명시적으로 "하루(Haru)가 귀하의 가상자산을 보관하는 동안, 귀하의 가상자산 소유권은 오직 귀하에게 귀속됩니다..."라고 명시되어 있습니다. 이는 소유권이 채무자에게 이전되는 것이 아니라 보관 관계임을 정의합니다.
2. 채무자의 명시적인 공개 확인: 채무자의 최고경영자(CEO)인 이형수(Hyungsoo Lee)는 운영 중단 이전에 '레딧(Reddit)' 플랫폼에서의 소통을 통해 고객 소유권 모델을 공개적이고 일관되게 확인했습니다. 이러한 확인 내용에는 다음이 포함됩니다:
 - 2022년 6월 10일: "하루 인베스트(Haru Invest)의 운영 방식은 암호화폐 자산이 고객님께 속한다는 것입니다 – 저희는 단지 고객님을 대신하여 이를 관리할 권리를 가집니다."
 - 2022년 9월 4일: "저희 영국령 버진아일랜드(BVI) 법인은... 고객으로부터 암호화폐 자산을 (대여 방식이 아닌) 예치금으로 받을 수 있도록 허용합니다. <...> 예치된 자산의 소유권은 저희가 아닌 고객에게 귀속됩니다."
 이러한 CEO의 직접적인 진술은 자산이 고객 소유이며, 관리권 하에 예치된 재산이지 채무자에게 소유권이 이전된 대여금이 아니라는 채무자 자신의 입장과 이해를 명백히 보여줍니다. 이는 해당 자산이 채무자의 일반 파산재단의 일부를 구성한다는 어떠한 주장과도 직접적으로 모순됩니다.
3. 파산관재인 보고서상의 사실 확인: 귀하의 보고서 자체는 채무자가 한국 내 법적 주소, 은행 계좌, 회계 장부가 없고, 이사들의 활동이 미미한(귀하 보고서 슬라이드 4 참조) 실질적인 페이퍼 컴퍼니(shell entity)의 특징을 가지고 있음을 상세히 기술하고 있습니다. 이는 채무자에게 위탁된 막대한 금액의 자산을 소유할 능력이 없는 단순 보관자로서의 역할을 뒷받침합니다.
4. 대한민국 채무자 회생 및 파산에 관한 법률 (이하 '채무자회생법'): 채무자회생법은 제3자 소유 재산(채무자에게 속하지 않는 재산)을 파산재단에서 제외하도록 요구합니다. 명시적인 서비스 이용 약관 및 CEO 진술로 확인된 보관 자산은 이 제외 규정에 직접 해당합니다. 고객으로부터 채무자에게로 소유권 이전이 있었음을 나타내는 증거는 제시된 바 없습니다.

파산관재인의 근거 없는 자산 분류 및 의무 위반:

이러한 명백한 증거에도 불구하고, 귀하의 보고서(특히 슬라이드 6)는 잠재적으로 회수 가능한 고객 위탁 자산을 청산 및 배당을 위한 채무자의 파산재단 일부로 분류하고 있습니다. 이러한 입장은 일종(prima facie) 명백한 증거를 무시하는 것이며, 자산이 부당하게 분류되고 보류됨으로써 본인 및 다른 고객들이 겪고 있는 지속적인 손해와 직접적인 인과관계를 형성합니다.

이러한 접근 방식은 다음에 관한 심각한 우려를 제기합니다:

- 주의의무 위반 (채무자회생법 제361조): 채무자회생법 제361조는 관재인(그리고 그 연장선상에서 파산관재인)이 "선량한 관리자의 주의로써(선관주의의무)" 직무를 수행할 것을 요구합니다. 명백한 계약 증거, CEO의 인정, 그리고 귀하 자신의 사실 확인 결과에 반하여 자산을 분류하는 것은 그러한 선관주의의무를 이행하지 못한 것에 해당합니다. 이러한 지속적인 의무 위반은 이미 부당한 자산 분류 및 자산 회수 방해를 통해 손해를 야기하고 있습니다.

- 민사상 책임 가능성 (채무자회생법 제361조): 제361조 제2항은 선관주의 의무를 게을리 한 경우 손해배상 책임을 진다고 규정합니다. 본인은 이로써 귀하께서 이러한 근거 없는 분류를 고수하고 본인의 자산에 해로운 조치(예: 횡령, 청산, 배당)를 진행할 경우, 제361조에 따라 발생하는 모든 금전적 손해에 대해 귀하에게 개인적인 책임을 물을 것임을 통지합니다.
- 잠재적 법률 위반 (채무자회생법 제650조 관련): 특히 통지를 받은 후에도, 파산재산을 허위로 표시하고 알려진 제3자 소유 재산의 처분을 그들에게 불리하게 제안하는 행위를 지속하는 것은, 채무자회생법상 사기파산죄(제650조) 관련 규정을 포함한 잠재적 위반에 대한 우려를 제기합니다.

요구사항:

따라서, 본인은 귀하께서 본 서신 수령일로부터 7일(달력일 기준) 이내에 다음 조치를 취할 것을 공식적으로 요구합니다:

1. 모든 공식적인 직무 수행에 있어, 하루 인베스트 서비스 이용 약관의 적용을 받는 고객 위탁 가상자산을 채무자의 파산재단 재산으로 분류하거나 표시하는 행위를 즉시 중단하고 금지하십시오(**CEASE AND DESIST**).
2. 해당 고객 위탁 가상자산의 소유권이 서비스 이용 약관에 따라 고객에게 귀속됨을 명시적으로 인정하고, 이 주요 증거에 근거하여 해당 자산이 일정 채무자의 파산재단에서 제외된다는 내용의 공식적인 공개 정정 및 해명 자료를 (서울회생법원 및 알려진 이해관계인에게 통지하여) 발표하십시오.

불이행 시 결과:

지정된 기한 내에 완전히 이행하지 않을 경우, 가능한 모든 법적 구제 수단을 강구할 수밖에 없습니다. 여기에는 다음이 포함되나 이에 국한되지 않습니다:

- 채무자회생법 제361조에 따라, 귀하의 의무 위반으로 인해 이미 발생했거나 향후 발생할 손해에 대한 배상을 구하는 민사 소송을 귀하 개인을 상대로 제기하는 것.
- 채무자 회생 및 파산에 관한 법률상 제650조 관련 규정을 포함하여 위반에 해당할 수 있는 행위에 대해 한국 당국에 공식적인 형사 고발을 제기하는 것.

명백한 계약 및 공개 증거에 근거하여 이러한 자산의 공식적인 분류를 바로잡는 것은 법적 필요성이자 절차적 완전성의 문제입니다. 귀하께서 근거 없는 입장을 계속 고수하는 것은 정당한 소유자에게 적극적으로 해를 끼치며, 개인적 책임이 따를 수 있는 의무 태만에 해당할 수 있습니다.

본인은 모든 권리 및 구제 수단을 유보합니다. 본 서신은 권리 불포기 조건 하에 발송됩니다.

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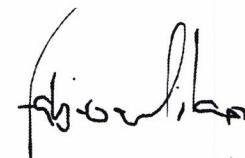
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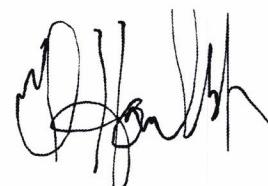
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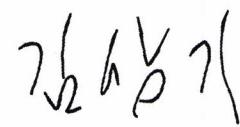
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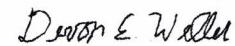


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